

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM648110

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900607349

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Molly Maid, LLC		03/25/2021	Limited Liability Company:

RECEIVING PARTY DATA

Name:	Molly Maid SPV LLC
Street Address:	1010 N. University Parks Drive
City:	Waco
State/Country:	TEXAS
Postal Code:	76707
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	4444738	A CLEAN YOU CAN TRUST
Registration Number:	1275538	MOLLY MAID
Registration Number:	2755997	MOLLY MAID
Registration Number:	3054857	MOLLY MAID
Registration Number:	5814727	MOLLY MAID
Registration Number:	2256243	MS. MOLLY FOUNDATION
Registration Number:	3132079	MS. MOLLY FOUNDATION
Registration Number:	2938166	PINK GLOVE TREATMENT
Registration Number:	4960234	PRACTICALLY SPOTLESS
Registration Number:	4956949	WE'RE MAID FOR THIS

CORRESPONDENCE DATA

Fax Number: 3366077500

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 336-607-7513

Email: mjarrell@kilpatricktownsend.com

Correspondent Name: Michelle Jarrell, Paralegal

Address Line 1: Kilpatrick Townsend & Stockton LLP

Address Line 2: 1001 West Fourth Street

TRADEMARK

Address Line 4: Winston-Salem, NORTH CAROLINA 27101

ATTORNEY DOCKET NUMBER: 1232560

NAME OF SUBMITTER: Tiffani D. Otey

SIGNATURE: /Tiffani D. Otey/

DATE SIGNED: 05/19/2021

Total Attachments: 7

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NOTICE OF GRANT OF BACK-UP SECURITY INTEREST IN TRADEMARKS

This NOTICE OF GRANT OF BACK-UP SECURITY INTEREST IN TRADEMARKS (the "Notice") is made and entered into as of March 25, 2021, by Molly Maid, LLC, a Michigan limited liability company located at 1010 N. University Parks Dr. Waco, TX 76707 ("Grantor"), in favor of Molly Maid SPV LLC, a Delaware limited liability company located at 1010 N. University Parks Dr. Waco, TX 76707 ("Secured Party") (collectively referred to as the "Parties"). Capitalized terms used herein and not defined herein have the meanings set forth in the Agreement (as defined below).

WHEREAS, Grantor is the owner of the U.S. trademark registrations and trademark applications included in the Contributed Assets, including, without limitation, those set forth in Schedule 1 attached hereto (collectively, the "Trademarks"); and

WHEREAS, pursuant to that certain Contribution Agreement by and between the Parties dated as of the date hereof (the "Agreement"), solely in the event that a court of competent jurisdiction were to hold that the contribution of the Contributed Assets under the Agreement does not constitute a valid contribution or absolute transfer of the Contributed Assets in accordance therewith, Grantor has granted a security interest in favor of the Secured Party in all of Grantor's right, title and interest in, to and under such Contributed Assets whether now owned or hereafter acquired, including the Trademarks included therein and the goodwill connected with the use of or symbolized by such Trademarks, and all products and Proceeds of the foregoing, and the right to bring an action at law or in equity for any past, present or future infringement, misappropriation, dilution or other violation thereof, and to collect all damages, settlements and proceeds (including, for clarity, license fees and royalties) relating thereto, and, to the extent not otherwise included, all payments, proceeds, supporting obligations and accrued and future rights to payment of any guaranties, indemnities, insurance and other agreements or arrangements of whatever character from time to time purporting to secure or otherwise with respect to any of the foregoing (collectively, the "Trademark Collateral"); and

WHEREAS, pursuant to Section 3.1(e) of the Agreement, Grantor agreed to execute and deliver to Secured Party this Notice for purposes of filing the same with the United States Patent and Trademark Office (the "USPTO") to confirm, evidence and perfect the security interest in the Trademark Collateral granted pursuant to the Agreement in the event a court of competent jurisdiction were to hold that the distribution of the Trademarks pursuant to the Agreement does not constitute a valid distribution or absolute transfer of the Trademarks as set forth in the Agreement, but instead constitutes a loan, to secure such a loan in the aggregate value of the Contributed Assets.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to all applicable terms and conditions of the Agreement, which are incorporated by reference as if fully set forth herein, and solely in the event that a court of competent jurisdiction were to hold that the contribution of the Contributed Assets hereunder does not constitute a valid contribution or absolute transfer of the Contributed Assets in accordance therewith, Grantor hereby grants (and the Secured Party hereby accepts and receives) a security interest in favor of the Secured Party in all of Grantor's right, title and

interest in, to and under the Trademark Collateral now owned or hereafter acquired by Grantor; provided that the grant of security interest hereunder shall not include any application for registration of a Trademark that would be invalidated, cancelled, voided or abandoned due to the grant and/or enforcement of such security interest, including intent-to-use applications filed with the USPTO pursuant to 15 U.S.C. Section 1051(b) prior to the filing of a statement of use or amendment to allege use pursuant to 15 U.S.C. Section 1051(c) or (d), provided that at such time that the grant and/or enforcement of the security interest will not cause such Trademark to be invalidated, cancelled, voided or abandoned, such Trademark application will not be excluded from the Notice.

1. The Parties intend that this Notice is for recordation purposes only. The terms of this Notice shall not modify, and shall be subject to, the applicable terms and conditions of the Agreement, which govern the Secured Party's interest in, to and under the Trademark Collateral and which shall control in the event of any conflict. Grantor hereby acknowledges the sufficiency and completeness of this Notice to create a security interest in, to and under the Trademark Collateral for the benefit of the Secured Party, and Grantor hereby requests the USPTO to file and record this Notice together with the annexed Schedule 1.
2. Grantor and Secured Party hereby acknowledge and agree that the grant of security interest in, to and under the Trademark Collateral made hereby may be terminated only in accordance with the terms of the Agreement and shall terminate automatically upon the termination of the Agreement.
3. THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CHOICE OF LAW RULES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).
4. This Notice may be executed by the Parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute a single agreement.

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IN WITNESS WHEREOF, the undersigned has caused this NOTICE OF GRANT OF BACK-UP SECURITY INTEREST IN TRADEMARKS to be duly executed and delivered as of the date first written above.

MOLLY MAID, LLC

By: 

Name: Jon Shell

Title: Chief Financial Officer and Treasurer

MOLLY MAID SPV LLC

By: 

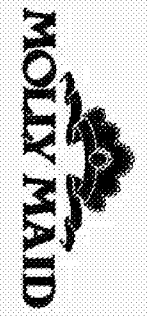
Name: Jon Shell

Title: Treasurer

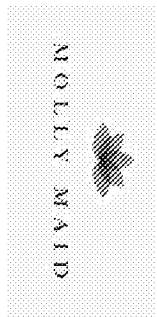
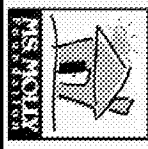
Schedule 1

Trademarks

[Attached]

Country	Mark	Status/ Filing Basis	Serial No. Filing Date	Reg. No. Reg. Date	Owner	Class/Description	Action
United States of America	A CLEAN YOU CAN TRUST	Registered	85681775 Jul 19, 2012	4444738 Dec 3, 2013	MollyMaid, LLC	35 Cooperative advertising and marketing; franchise services, namely, offering business management assistance in the establishment and operation of residential and commercial cleaning services.	Sec 8/9 Renewal Deadline Dec 3, 2023
United States of America	MOLLY MAID	Registered Section 44(e)	73334229 Oct 26, 1981	1275538 Apr 24, 1984	MollyMaid, LLC	42 Providing temporary maid services- namely, cleaning, washing, dusting, vacuuming.	Sec 8/9 Renewal Deadline Apr 24, 2024
United States of America	MOLLY MAID	Registered	76484236 Jan 23, 2003	2755997 Aug 26, 2003	MollyMaid, LLC	35 Franchise services, namely offering technical assistance in the establishment and/or operation of a residential and commercial cleaning services; Cooperative advertising and marketing for residential and commercial cleaning services.	Sec 8/9 Renewal Deadline Aug 26, 2023
United States of America	MOLLY MAID (and design)	Registered	78562698 Feb 8, 2005	3054857 Jan 31, 2006	MollyMaid, LLC	35 Franchise services, namely offering technical assistance in the establishment and/or operation of residential and commercial cleaning services; cooperative advertising and marketing for residential and commercial cleaning services.	Sec 8/9 Renewal Deadline Jan 31, 2026
United States of America	 MOLLY MAID	Registered				37 Providing temporary maid services, namely cleaning, washing, dusting and vacuuming.	

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Country	Mark	Status/ Filing Basis	Serial No. Filing Date	Reg. No. Reg. Date	Owner	Class/Description	Action
United States of America	MOLLY MAID (and design) 	Registered	87936932 May 25, 2018	5814727 Jul 23, 2019	MollyMaid, LLC	35 Franchise services, namely, offering business management assistance in the establishment and operation of residential and commercial cleaning services. 37 Maid services, cleaning of residential and commercial premises.	Sec 8 and/or 15 Filing Deadline Jul 23, 2025 Sec 8/9 Renewal Deadline Jul 23, 2029
United States of America	MS. MOLLY FOUNDATION	Registered	75181501 Oct 15, 1996	2256243 Jun 29, 1999	MollyMaid, LLC	36 Charitable fundraising on behalf of victims of domestic violence. 42 Charitable services, namely, providing food, clothing and personal items to shelters and safehouses, and promoting public awareness of domestic violence.	Sec 8/9 Renewal Deadline Jun 29, 2029
United States of America	MS. MOLLY FOUNDATION (and design) 	Registered	78562038 Feb 7, 2005	3132079 Aug 22, 2006	MollyMaid, LLC	35 Promoting public awareness of domestic violence. 36 Charitable fund-raising on behalf of victims of domestic violence.	Sec 8/9 Renewal Deadline Aug 22, 2026
United States of America	PINK GLOVE TREATMENT	Registered	78390420 Mar 25, 2004	2938166 Apr 5, 2005	MollyMaid, LLC	37 Providing temporary maid services, namely, cleaning, washing, dusting, vacuuming.	Sec 8/9 Renewal Deadline Apr 5, 2025
United States of America	PRACTICALLY SPOTLESS	Registered	86774869 Oct 1, 2015	4960234 May 17, 2016	MollyMaid, LLC	41 On-line journals, namely, blogs featuring tips and advice on cleaning and maid services.	Sec 8 and/or 15 Filing Deadline May 17, 2022 Sec 8/9 Renewal Deadline May 17, 2026

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Country	Mark	Status/ Filing Basis	Serial No. Filing Date	Reg. No. Reg. Date	Owner	Class/Description	Action
United States of America	WERE MAID FOR THIS	Registered	86512759 Jan 23, 2015	4956949 May 10, 2016	MollyMaid, LLC	35 Cooperative advertising and marketing; franchising, namely, consultation and assistance in business management, organization and promotion; Franchising, namely, offering business management assistance in the establishment and/or operation of residential and commercial cleaning services. 37 Cleaning of buildings; cleaning of residential houses; cleaning of commercial premises; maid services.	Sec 8 and/or 15 Filing Deadline May 10, 2022 Sec 8/9 Renewal Deadline May 10, 2026

TRADEMARK